

AFTER RECORDING RETURN TO:  
Law Offices of Karen L. Gibbon, P.S.  
6317 Phinney Avenue North  
Seattle, WA 98103



200103060066  
Skagit County Auditor

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NOTICE OF TRUSTEE'S SALE

FIRST AMERICAN TITLE CO.  
64027

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TO: Mark S. Schmidt  
Jane Doe Schmidt

Occupants  
City of Sedro Woolley

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Karen L. Gibbon, P.S., will on June 8th, 2001, at the hour of 10:00 AM, at The main entrance of the Skagit County Courthouse, 205 Kincaid Street, in the City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to wit:

LOT 18, DUKES HILL ESTATES Division No. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 10, RECORDS OF SKAGIT COUNTY, WASHINGTON. TAX PARCEL NO. 4224-000-018-0002 (R78729)

(commonly known as 818 Lucas Drive, Sedro Wooley, WA 98284), which is subject to that certain Deed of Trust, dated May 30, 1997, recorded June 6, 1997, under Auditor's File No. 9706060087 records of Skagit County, Washington, from Mark S. Schmidt, a single person, as Grantors, to Transnation Title Insurance, as Trustee, to secure an obligation in favor of Lynnwood Mortgage Corporation, a Washington Corporation, as Beneficiary, the beneficial interest in which has been assigned to Chase Manhattan Mortgage Corporation, under Skagit County Auditor's File No. 9707030054.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The Default for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

Monthly payments:

7 monthly payments(s) at \$964.68,  
(September 1, 2000 - March 1, 2001):

\$6,752.76

Late charges:

1 late charge at \$33.45 for each monthly payment not made within 15 days of its due date:

\$33.45

Accrued late charges:

\$133.80

Less suspense or rents received:

\$0.00

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$6,920.01

Default other than failure to make monthly payments:

None

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$105,770.61, together with interest as provided in the note or other instrument secured from August 1, 2000 and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on June 8th, 2001. The defaults referred to in paragraph III must be cured by May 28th, 2001 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before May 28th, 2001 (11 days before the sale) the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after May 28th, 2001 (11 days before the sale date), and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or deed of trust, and curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower or Grantor at the following addresses:

Mark S. Schmidt  
Jane Doe Schmidt

Both At:

818 Lucas Drive  
Sedro Wooley, WA 98284

And at:

P.O. Box 243  
Clearlake, WA 98235

by both first class and certified mail on January 31, 2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 2, 2001, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections, if they bring a lawsuit to restrain the sale, pursuant to R.C.W. 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.

X.

**NOTICE TO OCCUPANTS OR TENANTS**

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.



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, Skagit County Auditor

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